

**Purchase Conditions of Doka Gulf FZE / Doka Emirates LLC or any other company  
referencing these Purchase Conditions of Doka in business use  
(hereinafter referred to as "DOKA")**



**1. GENERAL PROVISIONS**

- 1.1 These standalone purchase order terms and conditions ("**Purchase Conditions**") apply where there is no express contract between DOKA and the Supplier ("**Supplier**") for the supply of goods and/or services "**Deliverables**") to DOKA for DOKA's own use or for passing on to a third party, with or without further processing or handling by DOKA.
- 1.2 These Purchase Conditions alone shall apply to the supply of Deliverables and/or Deliverables to the exclusion of any other terms that the Supplier may refer to, seek to rely on, impose or incorporate, or which are implied by trade, custom, practice or course of dealing, including, without limitation, the Supplier's standard terms and conditions of sale, if any, and DOKA shall not be bound by any terms and conditions of business of the Supplier (e.g. but not limited to any terms and conditions printed on Supplier's acknowledgment form or invoices, and other related forms which impose additional terms and conditions or impose terms and conditions that are inconsistent with the terms and conditions of this document or the relevant Purchase Order (as defined in clause 2.1) issued by DOKA), unless expressly agreed to in writing by DOKA.
- 1.3 Where there is an express contract, that other contract applies to the exclusion of these Purchase Conditions. If there is any conflict, ambiguity or inconsistency between any parts of these Purchase Conditions, a Purchase Order or a pre-existing contract, then the following order of precedence shall apply:
  - (a) the relevant Purchase Order;
  - (b) the clauses in the pre-existing contract;
  - (c) the clauses in these Purchase Conditions.
- 1.4 Amendments or supplements to any Purchase Order, express contract or these Purchase Conditions shall be in writing. This shall also apply to an agreement to dispense with these Purchase Conditions.
- 1.5 To the extent permitted by applicable laws, standard electronic signature shall have the equivalent legal effect of a handwritten signature.

**2. PURCHASE ORDER**

- 2.1 Subject to clause 2.2, the Supplier agrees to supply and DOKA agrees to accept the supply of Deliverables (being the goods and/or services, as appropriate), as set out in a purchase order (being the document described as such and provided by DOKA to the Supplier requesting the supply of the Deliverables to DOKA ("**Purchase Order**") and subject, at all times, to these Purchase Conditions.
- 2.2 If the Purchase Order does not specify a quantity or value of Deliverables to be purchased by DOKA, then DOKA will not be bound to purchase any specific or minimum quantity or value of Deliverables. The Supplier may only invoice DOKA for the quantity of Deliverables actually supplied to DOKA in response to a Purchase Order from DOKA.
- 2.3 DOKA may withdraw the Purchase Order at any time prior to its written acceptance by the Supplier.
- 2.4 Only Purchase Orders or contract awards that are in writing and accepted by Supplier and countersigned by a duly authorized signatory of the Supplier, shall be valid and binding on DOKA. Verbal or telephone agreements shall be binding only if they are subsequently confirmed by DOKA in writing.

**3. DELIVERY**

- 3.1 The Supplier must deliver or perform the Deliverables to or at the delivery location specified in the Purchase Order, as applicable, on the delivery date (or earlier with DOKA's prior written consent).
- 3.2 If the Supplier cannot deliver or perform the Deliverables, as applicable, by the agreed delivery date, DOKA may elect, at its sole discretion, to:
  - (a) treat the Purchase Order as cancelled at any time and recover any loss or damage from the Supplier;
  - (b) purchase the Deliverables ordered or any part thereof from other sources on the Supplier's account, in which case, the Supplier shall be liable to pay DOKA not only the difference between the price at which such Deliverables have been actually purchased and the price calculated at the rate set out in this Purchase Order, but also any other loss or damage DOKA may suffer; and
- 3.3 Without prejudice to above provision, DOKA may accept late delivery or performance, as applicable, of Deliverables, subject to a deduction in payment of 2% of the total Purchase Order price for every week or part thereof of the delay, towards liquidated damages, subject to maximum deduction of 20% of the price of the Purchase Order, which the Supplier agrees is a true and reasonable pre-estimate of the damages that will be suffered by DOKA as a result of the Supplier's aforesaid default.
- 3.4 Each delivery must be accompanied by:
  - (a) delivery documents marked with the Purchase Order number, a description of the Deliverables, the quantity of Deliverables, if applicable, the Supplier's details including name, address, telephone number, facsimile number, e-mail address, the address of the delivery point and any other address to which the Deliverables are to be supplied or charged, and the dispatch date and the dispatch number;
  - (b) if applicable, a copy of the packing list (within each package of the Deliverables);
  - (c) a copy of the Purchase Order; and
  - (d) any other detail or document that is required to be provided under any relevant law or as may be requested by DOKA.
- 3.5 DOKA may reject any Deliverables if DOKA (acting reasonably) considers any of the warranties given by Supplier in these Purchase Conditions are untrue or have been breached, or if the delivered or performed Deliverables, as applicable, do not conform with the Purchase Order. DOKA's acceptance of the Deliverables will not waive, limit or prejudice any rights, powers or remedies DOKA may have as a result of a breach of any of the warranties, or any law.
- 3.6 Deliverables that consist of goods shall be properly packed and labelled conforming to special instructions, if any.

- 3.8 Supplier shall adhere to the various provisions under all the statutory legislations in respect of these Purchase Conditions.
- 4. RISK, TITLE AND INSURANCE**
- 4.1 Unless an agreement is made to the contrary, the earliest point at which the risk pertaining to the Deliverables is transferred to DOKA is when the Deliverables are delivered and unloaded at the notified destination point, if applicable. If it is the task of the Supplier to assemble and/or install the item (in particular, a machine), the risk is not transferred until the Supplier has successfully completed the assembly and/or installation and DOKA has signed any acceptance report that may be planned. The risk and costs incurred for any return deliveries shall in any event be covered by the Supplier.
- 4.2 The Supplier and DOKA hereby agree that all deliveries of goods to DOKA shall be free of retentions of title.
- 4.3 The Supplier must have and maintain the following insurances with a reputable insurer covering the amounts indicated below unless DOKA has agreed for a different amount in an existing contract with the Supplier:
- (a) (for Services) a public liability insurance policy for at least \$2,8 million for any one event, a workers' compensation insurance policy and where applicable an employer liability insurance policy; or
  - (b) (for goods) a public and product liability insurance policy in respect of the goods and Services for at least \$2,8 million for any one occurrence in respect of public liability and in the aggregate during any 12-month period in respect of products liability.
- 5. PURCHASE PRICE AND INVOICING**
- 5.1 DOKA will pay the purchase price set out in the Purchase Order ("Price") for the Deliverables Within 90 days, except a longer period is agreed in a Purchase Order. The Price will be in line with any agreed pricing between DOKA and the Supplier.
- 5.2 Each Purchase Order is placed on a firm price basis in accordance with the Deliverables specified in the Purchase Order and is not subject to any price increases without DOKA's prior written consent.
- 5.3 Unless DOKA has different delivery conditions agreed in an existing contract, the Supplier's prices shall be deemed to include all costs payable by DOKA for the Deliverables based on DDP terms as per Incoterms 2020.
- 5.4 Estimates, quotations, and planning and consultancy work shall not be charged to DOKA, unless an agreement in writing is made to the contrary.
- 5.5 All payments due under these Purchase Conditions shall be made in the currency agreed in the Purchase Order and by electronic funds transfer to such bank account as Supplier may designate in writing, from time to time.
- 5.6 The Supplier must give reference of the Purchase Order number on its invoice, copy of delivery documents and send to [Invoices-uae@doka.com](mailto:Invoices-uae@doka.com). Failure to do this may result in extra time required to resolve any issues and may cause payment delays.
- 5.7 DOKA shall under no circumstances be liable to pay to the Supplier any interest or costs whatsoever that may be incurred by the Supplier for any late payment of invoice.
- 5.8 DOKA shall not be required to pay any disputed amount or invoice until such dispute has been resolved and the Parties agree that the amount is valid and properly due to the Supplier.
- 5.9 Each Party shall be responsible for paying its own bank charges.
- 5.10 The Supplier shall not be entitled to set off its own receivables against DOKA's claims or receivables or to withhold or reduce payments to DOKA for whatever reason. This prohibition in respect of offsetting receivables shall not apply to the Supplier's receivables if these have been acknowledged in writing by DOKA or if they have been recognized by a declaratory judgement.
- 6. Tax**
- 6.1 The Supplier shall give all notices and pay all taxes (including withholding tax), duties and fees that are required of it by applicable laws in connection with its provision and/or performance of the Deliverables (according to negotiated Incoterms).
- 6.2 All amounts expressed to be payable to the Supplier under a Purchase Order or express contract which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT, which is chargeable on that supply, and accordingly if VAT is or becomes chargeable on any supply made by the Supplier to DOKA and the Supplier is required to account to the relevant UAE tax authority for VAT on that supply, DOKA must pay to the Supplier (in addition to and at the same time as paying any other consideration for such supply or at the point the VAT becomes due to be paid by the Supplier if earlier) an amount equal to the amount of that VAT (and the Supplier must promptly provide an appropriate VAT invoice to that party where so required to by law).
- 6.3 All withholding taxes on payments to be made to Supplier shall be reported and withheld by DOKA. In the event that the Supplier is exempt from withholding taxes, the supplier shall duly and timely inform and provide DOKA with its exemption certificate.
- 7. WARRANTY/INDEMNITY/PRODUCT LIABILITY AND REMEDIES**
- 7.1 DOKA does not have a duty to check the Deliverables immediately. Potential warranty/indemnity claims of DOKA remain unaffected.
- 7.2 The Supplier is liable for ensuring that its contractual services in particular deliveries of goods and work as regards the processing, workmanship or manufacture of goods and performance of services comply with the intended use by DOKA of which the Supplier was aware or of which he should have been aware. The Supplier has a duty to clarify any queries it may have about the purpose for which the Deliverables are to be used by asking DOKA. In particular, the Supplier also guarantees that, if the Deliverables for which the Supplier has provided services of whatever kind are passed or sold on to a third party, these Deliverables can be used for the purpose envisaged by the third party.
- 7.3 The Supplier shall warrant that the Deliverables supplied to DOKA, when consisting of goods, are new (unless otherwise stated in DOKA's Purchase Order), merchantable quality and conform to the specifications given by DOKA.
- 7.4 The Supplier shall supply the Deliverables, when consisting of goods, to DOKA free and clear from any and all liens, restrictions, reservations, security interests or encumbrances. The Supplier warrants that the Deliverables do not infringe any patent published or for which any patent application is pending, or other intellectual property rights of any third party and do not utilize or misappropriate any third-party trade secrets or information.
- 7.5 The Supplier shall provide for the Deliverables a full guarantee for the duration of 24 months from handover or acceptance, as applicable, or for the duration for which warranty is given by the Supplier, whichever is longer. Here all defects that occur within the warranty period shall be covered by the warranty.
- 7.6 Apart from the warranty as provided above, in the event a larger warranty period is stipulated under any applicable law, DOKA shall be entitled to and shall have recourse to such larger warranty period notwithstanding the provisions of clause 7.5. It is agreed by common

- consent that the assumption of defects at the point of handover shall apply if the defect manifests itself within 18 months after the handover or acceptance.
- 7.7 In the event of warranty becoming operative, DOKA shall have the choice between a reduction in price, cancelling the contract, or asking for the item to be repaired or replaced or in case of short delivery: for fully delivery to be effected and for reimbursement of all losses that may have been incurred by DOKA as a result of the defective or short supplies/services without the need for proof of negligence. However, DOKA may only request replacement if this is not impossible and if it does not involve a disproportionately large outlay.
- 7.8 Where DOKA has to provide warranty to the subsequent holder, warranty to DOKA from the Supplier shall extend so as to cover the period of warranty by DOKA to the subsequent holder even after the period set out in clause 7.6 has elapsed.
- 7.9 The Supplier hereby indemnifies and shall keep DOKA and its respective officers, employees and agents indemnified for all claims, demands, liabilities, losses, damages, costs, expenses incurred or suffered by DOKA resulting from breach of warranty and/or breach of its obligations under these Purchase Conditions.
- 7.10 The Supplier hereby indemnifies and shall keep DOKA and its respective officers, employees and agents indemnified for all claims, costs or losses in respect of personal injury or death, or loss of or damage to any property arising out of or as a consequence of the provision of Deliverables under these Purchase Conditions.
- 7.11 The above indemnities shall be reduced proportionally to the extent that the act or omission of DOKA or its officers, employees or agents contributed to the claims, costs or losses.
- 7.12 The indemnities and assumptions of liability contained in this clause and elsewhere in these Purchase Conditions will continue in full force and effect notwithstanding termination of these Purchase Conditions whether by the passage of time or otherwise.
- 7.13 The product safety of Deliverables provided by the Supplier shall comply with the requirements of all applicable statutory provisions/rules and regulations. The Supplier shall be liable to DOKA for and hereby indemnifies and shall keep DOKA and its respective officers, employees and agents indemnified against all claims by third parties. In the event of any claim and/or demand and/or loss and/or damage being suffered by DOKA on account of any defect and/or deficiency in the Deliverables, the Supplier shall be liable to make the same good to DOKA and shall indemnify and keep DOKA and its respective officers, employees and agents indemnified in respect of all such claims and/or demands and/or losses and/or damages suffered by DOKA. Furthermore, in this context the Supplier shall, if requested to do so by DOKA, undertake for a period of 15 years to name the relevant manufacturer, importer or the party who supplied it with the product and all useful documentation to fight product liability claims by a third party and make these available to DOKA in a timely manner. Insofar as the Supplier provides any services on DOKA's premises (including unloading and erection work), in respect of other liability vis-à DOKA, the Supplier shall ensure that all applicable accident prevention regulations will be complied with.
- 8. CONFIDENTIALITY & INTELLECTUAL PROPERTY**
- 8.1 Where DOKA has made documentation available to the Supplier – in particular, drawings, plans and samples – the Supplier shall, in particular, check these to ensure that they are correct and complete and, if any doubts exist in this respect, the Supplier shall take the initiative to clarify these with DOKA. Documentation that has been handed over shall remain the property of DOKA and is to be handed back to DOKA at the end or upon completion of the contract. Copyright and/or other intellectual or industrial property rights to these documents have not been transferred or assigned by DOKA for use.
- 8.2 To the extent that the Supplier uses any of DOKA's intellectual property rights (including trademark, patent, copyright, logo, emblem, or design) or materials (including but not limited to drawings, plates, cylinders, or electrotypes) in connection with the Deliverables, the Supplier shall use such intellectual property rights and materials only as DOKA expressly permits or approves in writing. The Supplier agrees that it will neither derive nor receive any rights to such intellectual property rights or in the Deliverables, which shall be owned by DOKA, and may not without DOKA's prior written approval, manufacture, provide, supply or sell, or cause to be manufactured, supplied or sold, directly or indirectly, to anyone other than DOKA, any goods or services which display or incorporate any intellectual property rights that belong to DOKA or any of its affiliates.
- 8.3 The Supplier undertakes to treat in the strictest of confidence the terms of the Purchase Order, any negotiations and information relating to the Purchase Order and any other information passing between DOKA and the Supplier as well as all documents and other information received from DOKA and in particular, but not exclusively, production know how, quantities, documentation and drawings, which are made available to the Supplier in the course of the business relationship with DOKA or from which the Supplier derives knowledge in another way, and only to use these for the purpose set out in the subject of the agreement. This duty shall not cease when the business relationship ends.
- 9. TERMINATION**
- 9.1 DOKA may terminate the Purchase Order in whole or in part at its sole discretion upon 30 (thirty) days' prior written notice.
- 9.2 DOKA shall have the right to terminate, cancel or suspend, by written notice, in whole or in part, the Purchase Order with immediate effect in the following events:
- (a) If the Supplier commits breach of any terms and conditions of this Purchase Order;
  - (b) If the Supplier is incapable of complying and fulfilling its obligations as stated herein;

- (c) If the Supplier becomes insolvent or makes a composition with its creditors or being a company going into liquidation either voluntarily or compulsorily; or
- (d) If the financial position of the Supplier at any time is considered to be unsound;
- (e) If the Supplier assigns or attempts to assign its responsibilities under the Purchase Order to third party without prior written consent of DOKA;
- (f) If the Supplier breaches any of its obligations under the provisions 12.7 and 12.8.
- 9.3 Upon cancellation or termination of this Purchase Order, DOKA may require the Supplier to transfer title and deliver to DOKA any completed Deliverables and DOKA will pay the Price for such Deliverables subject to set off against any damages claimed by DOKA.
- 9.4 The right to terminate shall be without prejudice to any other rights and remedy which DOKA may have against the Supplier.
- 9.5 The Supplier acknowledges and agrees that DOKA's entitlement to terminate a Purchase Order pursuant to the provisions noted herein, is in accordance with the meaning of "*consent*" and "*mutual consent*" under the UAE Civil Code (Federal Law No. 5 of 1985) including (without limitation) Article 267 of that law, and that neither a court order nor any other judicial intervention or further notice shall be required to give effect to any termination of a Purchase Order.
- 10. FORCE MAJEURE**
- 10.1 Neither party shall be deemed to be in breach of any obligation under these Purchase Conditions resulting from acts or events beyond that Party's reasonable control, including but not limited to any act of God (including lightning, storm, flood, fire, earthquake, explosion, cyclone, tidal wave, landslide, or adverse weather conditions), outbreak, epidemic or pandemic of any kind or communicable or virulent disease/infection and any actions taken by any government or public authorities in response to any of the foregoing, any acts of war or terrorism, hostilities (war be declared or not), invasion, act of foreign enemies, strikes, lock out, disorder, any shortage of labour, any customer's failures, civil unrest, riots, revolution, rebellion, quarantine of any kind, natural disaster, flood, fire, embargo, boycott, insurrection, explosion, shortage of gas, fuel or electricity, hacker attack, piracy, interruption of transportation, governmental actions and injunctions, change of law, unavoidable accident.
- 10.2 Upon the occurrence of a force majeure event, the Supplier shall notify DOKA thereof as soon as practicable, but without undue delay. In this case, the Contracting party shall take all mitigation measures in order to limit the impact of the force majeure event to the maximum extent possible and inform DOKA of any possible consequences and solutions.
- 10.3 If the inability to perform of the Supplier shall continue or can be reasonably expected to continue longer than 2 months, DOKA may terminate the agreement by written notice with immediate effect and without the need for a court order or any other judicial intervention.
- 11. ASSIGNMENT AND SUB-CONTRACTING**
- 11.1 The Supplier shall not assign, sub-contract the whole or any part of these Purchase Conditions without prior written consent of DOKA.
- 11.2 If such consent is granted by DOKA, it shall not relieve the Supplier from any liability or obligations under these Purchase Conditions and the Supplier shall be responsible for the acts, omissions, defaults or negligence of any sub-contractor, its agents or workman as fully as if they were the acts, omissions, defaults or negligence of the Supplier.
- 11.3 Where DOKA makes available personnel, in particular for processing, assembly work, undertaking a trial run or unloading, these personnel, third party contractors, sub-contractors shall be subject to the Supplier's instructions and are considered to be his agents. Therefore, the Supplier and not DOKA is responsible for their mistakes.
- 12. MISCELLANEOUS**
- 12.1 Should a provision in these Purchase Conditions be or become invalid, the validity of the remaining provisions shall not be affected.
- 12.2 Nothing in these Purchase Conditions shall be construed to make either party an agent, employee, franchisee, joint venture partner or legal representative of the other Party.
- 12.3 Except where expressly contemplated, these Purchase Conditions do not create any rights which are enforceable by any person who is not a party to these Purchase Conditions.
- 12.4 Unless otherwise stated, the rights and remedies of DOKA under these Purchase Conditions are cumulative and do not exclude any other right or remedy provided by applicable law.
- 12.5 DOKA shall be within its rights to set off the open claims held by DOKA or Umdasch Group or their affiliate companies against any demands and/or claims from the Supplier or its affiliate companies. The term "affiliate companies" shall mean any entity that, directly or indirectly, controls, is controlled by, or is under common control with the referenced entity, including the referenced entity's parent. In this definition, "control" shall mean the power to direct the management and policies of an entity, directly or indirectly, whether through the ownership of shares, voting rights or otherwise. The Supplier hereby grants its express permission or consent to a complete or partial transmission by DOKA of all or any of its rights and obligations hereunder to any person or party: in this connection, the Supplier hereby expressly waives any possible right to raise an objection thereto in case of a transfer of enterprise including in any scheme of arrangement/amalgamation or reconstruction to which DOKA may be a party.
- 12.6 In no event will DOKA be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages allegedly suffered by the Supplier.
- 12.7 The Supplier agrees to comply with the Umdasch Group Supplier Code of Conduct as amended from time to time, and its obligations referred to therein (see <https://www.umdachgroup.com/supplier-due-diligence/>).
- 12.8 The Supplier shall perform its obligations under these Purchase Conditions in accordance with any and all applicable laws, including, without limitation, any laws and regulations concerning economic and trade sanctions and export control enforced by the USA, EU, UK, UN [the "**Regulation(s)**"] and to safeguard that also its owners/shareholders, employees, representatives, agents, direct or indirect business partners, financial service providers, etc. [**"Supplier-Partner(s)"**] comply with these Regulations. Should Supplier or a Supplier-Partner breach any such Regulation, DOKA shall be entitled to terminate the Purchase Conditions (incl. purchase orders) with immediate effect, as well as to any and all measures necessary for DOKA and affiliated companies of DOKA to comply with Regulations [**"DOKA Measure(s)"**]. CP shall not be entitled to liability or other claims against DOKA arising from DOKA Measures.
- 12.9 Unless otherwise agreed to in writing, the place of performance for all services of all kinds, in particular deliveries and payments, is Doka Gulf F.Z.E. Jebel Ali Free Zone. This shall even apply if it is agreed that the handover or acceptance shall be at another location.
- 12.10 All disputes and differences whatsoever arising between the parties hereto including any dispute or difference in regard to the interpretation of any provision or term herein or the meaning thereof, or in regard to any claim of one party against the other, or in

- regard to the rights and obligations of a party hereto or otherwise howsoever, shall be referred to arbitration in accordance with the rules of the DIFC. The tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator, and the two appointed arbitrators shall appoint the third arbitrator, who shall act as the presiding arbitrator. If the two arbitrators fail to agree on the third arbitrator, the appointment shall be made by the DIFC Arbitration Centre. The seat/venue of the arbitration shall be the Dubai International Financial Center (DIFC), Dubai, United Arab Emirates, and the language of the arbitration shall be English.
- 12.11 The business relationship between DOKA and the Supplier shall be governed by the law of the DIFC excluding the conflict of law rules of international private law and the UN sales convention.
- 12.12 Time wherever mentioned in these Purchase Conditions shall be of the essence of the Purchase Order and/or these Purchase Conditions.
- 12.13 In order to fulfil contractual obligations or in case of legitimate interest, DOKA processes personal data of a contact person of its customer such as name, business address, business phone number and business email address by data processor DOKA GmbH, Josef-Umdasch-Platz 1, 3300 Amstetten, Austria. The data is being stored until contractual or statutory obligations are fulfilled or as long as such a legitimate interest exists. The data subject is entitled to certain rights according to mandatory national or supranational law, such as a right to access, a right to erasure or a right to lodge a complaint with the relevant national supervising authority. In case of questions related to data protection, please contact [dataprotection@doka.com](mailto:dataprotection@doka.com).